

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
**CHARLES ARBORE,**

Plaintiff,

**Index No.:07747/00**

**SUMMONS**

- against -

**YORKTOWN FAMILY GOLF CENTER, INC.,  
HARRIS MINI-GOLF, SKYCON CONSTRUCTION,  
INC., P & M ELECTRIC, FAMILY GOLF CENTER,  
INC., and THE TOWN OF YORKTOWN,**

Defendants.

**Plaintiff designates Westchester  
County as the place of trial.**

**The basis of venue is:**

**Several of the Defendants have  
places of business in Westchester  
County.**

**Plaintiff resides at:**

**136 Ninham Road, Carmel, N.Y.  
County of Putnam**

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**To the above named Defendants:**

**You are hereby summoned** to answer the complaint in this action, and to serve a copy of your answer, or, if the complaint is not served with this summons, to serve a notice of appearance on the plaintiff's attorneys within twenty (20) days after the service of this summons, exclusive of the day of service, where service is made by delivery upon you personally within the state, or, within thirty (30) days after completion of service where service is made in any other manner. In case of your failure to appear or answer, judgment will be taken against you by default for the relief demanded in the complaint.

Dated: Carmel, New York,  
May 4, 2000

**DELLA CIOPPA & BOGOSIAN**

By s/

**Gary P. Bogosian**

Attorneys for Plaintiff

64 Gleneida Avenue

Carmel, New York 10512

(914) 335-1382

**TO: YORKTOWN FAMILY GOLF CENTER, INC.**

3006 Crompond Road  
Yorktown, New York 10598

**HARRIS MINI GOLF**

c/o Secretary of State

**P & M ELECTRIC**

1775 Front Street  
Yorktown Heights, New York 10598

**TOWN OF YORKTOWN**

306 Underhill Avenue  
Yorktown Heights, New York 10598

**SKYCON CONSTRUCTION, INC.**

225 Broadhollow Road  
Melville, New York 11747

**FAMILY GOLF CENTER, INC.**

225 Broadhollow Road  
Melville, New York 11747

SUPREME COURT OF THE STATE OF NEW YORK  
COUNTY OF WESTCHESTER

-----X  
**CHARLES ARBORE,**

Plaintiff,

- against -

**Index No.: 07747/00  
VERIFIED COMPLAINT**

**YORKTOWN FAMILY GOLF CENTER, INC.,  
HARRIS MINI-GOLF, SKYCON CONSTRUCTION,  
INC., P & M ELECTRIC, FAMILY GOLF CENTER,  
INC. and THE TOWN OF YORKTOWN,**

Defendants.

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Plaintiff, by his attorneys, **DELLA CIOPPA & BOGOSIAN, ESQS.**, complaining of the Defendants, respectfully allege, upon information and belief, as follows:

**AS AND FOR A FIRST CAUSE OF ACTION**

1. That at all times hereinafter mentioned, Plaintiff was and still is a resident of the County of Putnam, State of New York.
2. That at all times hereinafter mentioned, the Defendant, **YORKTOWN FAMILY GOLF CENTER, INC.**, hereinafter referred to as “**GOLF CENTER**”, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.
3. That at all times hereinafter mentioned, the Defendant, “**GOLF CENTER**”, was and still is a foreign corporation duly authorized to do business in the State of New York.
4. That at all times hereinafter mentioned, the Defendant, “**GOLF CENTER**”, maintained a principal place of business in the County of Westchester, State of New York.
5. That at all times hereinafter mentioned, the Defendant, “**GOLF CENTER**”, was and still is a resident of the State of New York.
6. That at all times hereinafter mentioned, the Defendant, “**GOLF CENTER**”, does and/or solicits business within the State of New York.
7. That at all times hereinafter mentioned, the Defendant, “**GOLF CENTER**”,

derives substantial revenue from goods used or consumed or services rendered in the State of New York.

8. That at all times hereinafter mentioned, the Defendant, **HARRIS-MINI GOLF**, hereinafter referred to as **“MINI-GOLF”**, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.
9. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, was a corporation duly authorized to do business in the State of New York.
10. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, was a foreign corporation duly authorized to do business in the State of New York.
11. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, maintained a principal place of business in the County of Westchester, State of New York.
12. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, was and still is doing business in the County of Westchester, State of New York.
13. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, does and/or solicits business within the State of New York.
14. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, derives substantial revenue from goods used or consumed or services rendered in the State of New York.
15. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, was a partnership duly organized and existing under and by virtue of the laws of the State of New York.
16. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, was and still is, a resident of the State of New York.
17. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, owned the premises and appurtenances and fixtures thereto, located at 2710 Lexington Avenue, Yorktown Heights, New York commonly called **YORKTOWN FAMILY GOLF CENTER**.
18. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, operated the aforesaid premises.
19. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, managed the aforesaid premises.

20. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, controlled the aforesaid premises.
21. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, maintained the aforesaid premises.
22. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, performed repairs at the aforesaid premises.
23. That at all times hereinafter mentioned, the Defendant, **GOLF CENTER**, had a duty and an obligation to ensure compliance with all applicable federal, state and local building codes.
24. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, failed to have a licensed electrician inspect all electrical connections and pump systems.
25. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, created a defective, dangerous and/or hazardous condition at the aforesaid premises and/or property and/or a portion thereof.
26. At all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, permitted a defective, dangerous, and/or hazardous condition to remain uncorrected and/or unchanged at the aforesaid premises and/or property and/or a portion thereof.
27. At all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, permitted a defective, dangerous, and/or hazardous condition to be, become and/or remain unabated for an unreasonable length of time at the aforesaid premises and/or property and/or a portion thereof.
28. At all times hereinafter mentioned, it was the duty of the Defendant, **“GOLF CENTER”**, to keep and maintain the aforesaid premises and/or property and/or a portion thereof in a reasonably safe and proper condition for use by the public, including the plaintiff, **CHARLES ARBORE**.
29. At all times relevant hereto and at all times hereto mentioned, the Defendant, **“GOLF CENTER”** breached its aforesaid duty.
30. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, designed the existing golf center, including, but not limited to the miniature golf course.
31. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, installed the existing miniature golf course.
32. That at all times hereinafter mentioned, it was the duty of the Defendant, **“MINI-GOLF”**, to design and/or install the miniature golf course so as not to create a defective, dangerous and/or hazardous condition at the aforesaid premises and/or

property and/or a portion thereof.

33. That at all times hereinafter mentioned, the Defendant, **“MINI-GOLF”**, created a defective, dangerous and/or hazardous condition at the aforesaid premises and/or property and/or a portion thereof , and the aforesaid premises and/or property and/or portion thereof was not created and/or installed in a reasonably safe and proper condition for use by the public including the Plaintiff, **CHARLES ARBORE**.
34. At all times relevant hereto and at all times hereto mentioned, Defendant, **“MINI GOLF”** breached its aforesaid duty.
35. That at all times hereinafter mentioned, the Defendant , **“FAMILY GOLF CENTER, INC.,”** hereinafter referred to as **“FAMILY GOLF CENTER”**, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.
36. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, was and still is a foreign corporation duly authorized to do business in the State of New York.
37. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, maintained a principal place of business in the County of Westchester, State of New York.
38. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, does and/or solicits business within the State of New York.
39. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, derives substantial revenue from goods used or consumed or services rendered in the State of New York.
40. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, was and still is, a resident of the State of New York.
41. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, owned the premises and appurtenances and fixtures thereto, located at 2710 Lexington Avenue, Yorktown, New York, commonly referred to as the **“YORKTOWN FAMILY GOLF CENTER”**.
42. That at all times mentioned, the Defendant, **“FAMILY GOLF CENTER”**, operated the aforesaid premises.
43. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, managed the aforesaid premises.

44. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, controlled the aforesaid premises.
45. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, maintained the aforesaid premises.
46. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, performed repairs at the aforesaid premises.
47. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, had a duty and an obligation to ensure compliance with all applicable federal, state and local building codes.
48. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, failed to have a licensed electrician inspect all electrical connections and pump systems.
49. That at all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, created a defective, dangerous and/or hazardous condition at the aforesaid premises and/or property and/or a portion thereof.
50. At all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, permitted a defective, dangerous, and/or hazardous condition to remain uncorrected and/or unchanged at the aforesaid premises and/or property and/or a portion thereof.
51. At all times hereinafter mentioned, the Defendant, **“FAMILY GOLF CENTER”**, permitted a defective, dangerous and/or hazardous condition to be, become and/or remain unabated for an unreasonable length of time at the aforesaid premises and/or property and/or a portion thereof.
52. At all times hereinafter mentioned, it was the duty of the Defendant, **“FAMILY GOLF CENTER”**, to keep and maintain the aforesaid premises and/or property and/or a portion thereof in a reasonably safe and proper condition for use by the public, including the Plaintiff, **CHARLES ARBORE**.
53. At all times relevant hereto and at all times hereto mentioned, Defendant **“FAMILY GOLF CENTER”**, breached its aforesaid duty.
54. That at all times hereinafter mentioned, the Defendant, **“SKYCON CONSTRUCTION, INC.**, hereinafter referred to as **“SKYCON”**, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.
55. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, is a subsidiary company of the Defendant, **“GOLF CENTER”**.

56. That at all times hereinafter mentioned, the Defendant, **“GOLF CENTER”**, is a subsidiary company of the Defendant, **“FAMILY GOLF CENTER”**.
57. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, is a subsidiary company of the Defendant, **“FAMILY GOLF CENTER”**.
58. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, does and/or solicits business within the State of New York.
59. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, derives substantial revenue from goods used or consumed or services rendered in the State of New York.
60. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, was and still is a foreign corporation duly authorized to do business in the State of New York.
61. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, maintained a principal place of business in the County of Westchester, State of New York.
62. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, was and still is a resident of the State of New York.
63. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, performed construction work at the aforesaid premises, including but not limited to installing the pumps that were attached to the fountains within the pond(s) of the miniature golf course.
64. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, installed the electrical wiring of the pumps that were attached to the fountains within the pond(s) of the miniature golf course.
65. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, installed the aforesaid pumps in the spring and removed the aforesaid pumps in the fall.
66. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, performed repairs to the aforesaid pumps.
67. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, had a duty and an obligation to ensure compliance with all applicable, federal, state and local building codes.
68. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, failed to have a licensed electrician inspect all electrical connections and pump systems.
69. That at all times hereinafter mentioned, the Defendant, **“SKYCON”**, created a



defective, dangerous and/or hazardous condition at the premises and/or property and/or a portion thereof.

70. At all times hereinafter mentioned, the Defendant, **“SKYCON”**, permitted a defective, dangerous, and/or hazardous condition to remain uncorrected and/or unchanged at the aforesaid premises and/or property and/or a portion thereof.
71. At all times hereinafter mentioned, the Defendant, **“SKYCON”**, permitted a defective, dangerous and/or hazardous condition to be, become and/or remain unabated for an unreasonable length of time at the aforesaid premises and/or property and/or a portion thereof.
72. At all times relevant hereto and at all times hereto mentioned, Defendant, **“SKYCON”**, breached its aforesaid duty.
73. That at all times hereinafter mentioned, the Defendant, **“P & M ELECTRIC”**, hereinafter referred to as **“P&M”**, was and still is a domestic corporation duly organized and existing under and by virtue of the laws of the State of New York.
74. That at all times hereinafter mentioned, the Defendant, **“P&M”**, was and still is a foreign corporation duly authorized to do business in the State of New York.
75. That at all times hereinafter mentioned, the Defendant, **“P&M”** maintained a principal place of business in the County of Westchester, State of New York.
76. That at all times hereinafter mentioned, the Defendant, **“P&M”**, does and/or solicits business within the State of New York.
77. That at all times hereinafter mentioned, the Defendant, **“P&M”**, derives substantial revenue from goods used or consumed or services rendered in the State of New York.
78. That at all times hereinafter mentioned, the Defendant, **“P&M”**, was and still is a resident of the State of New York.
79. That at all times hereinafter mentioned, the Defendant, **“P&M”** did electrical work at the subject premises, including, but not limited to, the wiring of the pumps that were attached to the fountains within the ponds on the miniature golf course.
80. That at all times hereinafter mentioned, the Defendant, **“P&M”**, installed the electrical wiring of the pumps that were attached to the fountains within the pond(s) of the miniature golf course.
81. That at all times hereinafter mentioned, the Defendant, **“P&M”**, installed the aforesaid pumps in the spring and removed the aforesaid pumps in the fall.

82. That at all times hereinafter mentioned, the Defendant, **“P&M”**, performed repairs to the aforesaid pumps.
83. That at all times hereinafter mentioned, the Defendant, **“P&M”**, had a duty and an obligation to ensure compliance with all applicable federal, state and local building codes.
84. That at all times hereinafter mentioned, the Defendant, **“P&M”**, created a defective, dangerous and/or hazardous condition at the aforesaid premises and/or property and/or a portion thereof.
85. At all times hereinafter mentioned, the Defendant, **“P&M”**, permitted a defective, dangerous and/or hazardous condition to remain uncorrected and/or unchanged at the aforesaid premises and/or property and/or a portion thereof.
86. At all times hereinafter mentioned, the Defendant, **“P&M”**, permitted a defective, dangerous, and/or hazardous condition to be, become and/or remain unabated for an unreasonable length of time at the aforesaid premises and/or property and/or a portion thereof.
87. At all times relevant hereto and at all times hereto mentioned, the Defendant, **“P&M”** breached its aforesaid duty.
88. At all times hereinafter mentioned, the Defendant, **“THE TOWN OF YORKTOWN”**, hereinafter referred to as **“THE TOWN”**, by its agents, servants and/or employees, operated the aforesaid premises and/or property and/or a portion thereof.
89. At all times hereinafter mentioned, the Defendant, **“THE TOWN”**, by its agents, servants, and/or employees, managed the aforesaid premises and/or property and/or portion thereof.
90. At all times hereinafter mentioned, the Defendant, **“THE TOWN”**, by its agents, servants, and/or employees, maintained the aforesaid premises and/or property and/or portion thereof.
91. At all times hereinafter mentioned, the Defendant, **“THE TOWN”**, by its agents, servants, and/or employees, supervised the aforesaid premises and/or property and/or portion thereof.
92. At all times hereinafter mentioned, the Defendant, **“THE TOWN”**, by its agents, servants, and/or employees, failed to inspect all Certificates of Occupancy (C/O’s), permits and applications for the aforesaid premises and/or property and/or portion thereof.
93. At all times hereinafter mentioned, the Defendant, **“THE TOWN”**, by its agents,

servants, and/or employees, were negligent in issuing Certificates of Occupancy (C/O's), and/or permits for work done on the aforesaid premises.

94. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, by its agents, servants, and/or employees, had a duty and an obligation to ensure compliance with all applicable federal, state and local building codes.
95. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, by its agents, servants, and/or employees were negligent in issuing the Defendant, **"GOLF-CENTER"**, Certificates of Occupancy (C/O's), and/or permits and/or applications for the aforesaid premises and/or property and/or portion thereof.
96. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, by its agents, servants, and/or employees were negligent in issuing the Defendant, **"FAMILY GOLF-CENTER"**, Certificates of Occupancy (C/O's), and/or permits and/or applications for the aforesaid premises and/or property and/or portion thereof.
97. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, by its agents, servants, and/or employees, had a duty to have a licensed electrician inspect all electrical connections and pump systems.
98. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, by its agents, servants and/or employees, created a defective, dangerous and/or hazardous condition at the aforesaid premises and/or property and/or a portion thereof.
99. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, by its agents, servants, and/or employees, permitted a defective, dangerous, and/or hazardous condition to remain uncorrected and/or unchanged at the aforesaid premises and/or property and/or a portion thereof.
100. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, by its agents, servants, and/or employees, permitted a defective, dangerous, and/or hazardous condition to be, become and/or remain unabated for an unreasonable length of time at the aforesaid premises and/or property and/or a portion thereof.
101. At all times hereinafter mentioned, it was the duty of the Defendant, **"THE TOWN"**, to keep and maintain the aforesaid premises and/or property and/or a portion thereof in a reasonably safe and proper condition for use by the public, including the Plaintiff, **CHARLES ARBORE**.
102. At all times hereinafter mentioned, the Defendant, **"THE TOWN"**, had a duty to keep the aforesaid pumps in proper condition.
103. At all times relevant hereto and at all times hereto mentioned, the Defendant,

**“THE TOWN”**, breached its aforesaid duty.

104. At all times hereinafter mentioned, the Defendant, **“THE TOWN”**, was and still is a municipal corporation duly organized and existing under the virtue of the law of the State of New York.
105. October 1, 1999, and within ninety (90) days of the occurrence upon which this action is based, the Plaintiff served upon the Clerk of the Town of Yorktown his Notice of Claim setting forth the time when, the place where and the manner in which the claim arose.
106. More than thirty (30) days have elapsed since the presentation of said Notice of Claim and no adjustment or payment has been made by Defendant, **“THE TOWN”**, or same has neglected, failed or refused to do so.
107. That this action is being commenced within one (1) year and one hundred twenty (120) days of the accrual of all of the causes of action, or within the time allowed by law.
108. A statutory hearing of the Plaintiff was conducted on November 11, 1999 and the Plaintiff was available at that time for a physical examination, but the Defendant, **“THE TOWN”**, refused or was unable to conduct a physical examination at that time, and has thereby waived its statutory right to any physical examination of the Plaintiff, **CHARLES ARBORE**, pursuant to General Municipal Law 50 h,1.
109. On July 5, 1999, Plaintiff, **CHARLES ARBORE**, was lawfully on the subject premises of the Defendant, **“GOLF CENTER”**.
110. On July 5, 1999, Plaintiff, **CHARLES ARBORE**, was lawfully on the subject premises of the Defendant, **“FAMILY GOLF CENTER”**.
111. On July 5, 1999, while Plaintiff, **CHARLES ARBORE**, was lawfully about the subject premises when he was caused to become electrocuted while attempting to pull one **MICHAEL GEOGHEAN, SR.** from the pond located at the premises of the **“GOLF CENTER”** and sustained serious and permanent injuries.
112. The above mentioned occurrence, and the results thereof, were caused by the joint, several and concurrent negligence of the Defendants herein and/or said Defendants’ servants, agents, employees and/or licensees in the ownership, operation, management, supervision, maintenance and control of the subject premises.
113. That no negligence on the part of the Plaintiff contributed to the occurrence alleged herein in any manner whatsoever.
114. That as a result of the foregoing, Plaintiff was caused to sustain serious injuries

and to have suffered pain, shock, mental anguish; that these injuries and their effects will be permanent; as a result of said injuries Plaintiff was caused, and will continue to be caused, to incur expenses for medical care and attention; and Plaintiff was, and will continue to be, rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom.

115. That as a result of the foregoing, Plaintiff was damaged in the amount of **TEN MILLION (\$10,000,000.00) DOLLARS.**

**AS AND FOR A SECOND CAUSE OF ACTION**

116. That at all times hereinafter mentioned, Plaintiff, **CHARLES ARBORE**, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "115", as though same were more fully set forth at length.
117. That the location and property herein and the parts thereof constituted a public and private nuisance and a trap for the unaware, and more particularly, the Plaintiff, **CHARLES ARBORE.**
118. That at all times hereinafter mentioned, the Defendants failed to safeguard the pond area of the miniature golf course so as to prevent guests and their golf balls from entering the pond(s).
119. That the Defendants failed to properly protect the guests of the golf course from entering the pond area.
120. That the pond area of the golf course was negligently designed, constructed, maintained and inspected and that it created an attractive nuisance.
121. That at all times hereinafter mentioned, Plaintiff, **CHARLES ARBORE**, was present in the area of the pond(s).
122. That at all times hereinafter mentioned, Plaintiff, **CHARLES ARBORE**, was a member of the public and lawfully on the golf center.
123. That at all times hereinafter mentioned, the Plaintiff, **CHARLES ARBORE**, was caused to become electrocuted while attempting to pull one **MICHAEL GEOGHEAN, SR.** from the pond as a result of the negligence of the aforesaid and the attractive nuisance.
124. The above mentioned occurrence, and the results thereof, were caused by the joint, several and concurrent negligence of the Defendants herein and/or said Defendants' servants, agents, employees and/or licensees in the ownership, operation, design, construction, management, supervision, maintenance and control of the aforesaid premises in creating an attractive nuisance.

125. That no negligence on the part of the Plaintiff contributed to the occurrence alleged herein in any manner whatsoever.
126. That as a result of the foregoing, Plaintiff was caused to sustain serious injuries and to have suffered pain, shock, mental anguish; that these injuries and their effects will be permanent; as a result of said injuries Plaintiff was caused, and will continue to be caused, to incur expenses for medical care and attention; and Plaintiff was, and will continue to be rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom.
127. That as a result of the foregoing, Plaintiff was damaged in the amount of **TEN MILLION (\$10,000,000.00) DOLLARS.**

**AS AND FOR A THIRD CAUSE OF ACTION**

128. That at all times hereinafter mentioned, Plaintiff, **CHARLES ARBORE**, repeats, reiterates and realleges each and every allegation contained in paragraphs "1" through "127", as though same were more fully set forth at length herein.
129. That the aforesaid occurrence and resulting injuries to the Plaintiff, **CHARLES ARBORE**, were due to the willful and malicious conduct of the Defendants herein, their agents, servants and/or employees, in failing to abate a nuisance, in failing to abate an attractive nuisance, in failing to give reasonable warning of the defective, dangerous and/or hazardous condition at the aforesaid premises and property and/or a portion thereof.
130. That the aforesaid occurrence and resulting injuries to the Plaintiff, **CHARLES ARBORE**, were due to the wilful and malicious conduct of the Defendants herein, their agents, servants and/or employees, in failing to warn of a dangerous condition on the premises despite the actual knowledge of the dangerous condition therein and their knowledge that the same constituted a public and private nuisance.
131. That as a result of the foregoing, Plaintiff was caused to sustain serious injuries and to have suffered pain, shock, mental anguish; that these injuries and their effects will be permanent; as a result of said injuries Plaintiff was caused, and will continue to be caused, to incur expenses for medical care and attention; and Plaintiff was, and will continue to be, rendered unable to perform Plaintiff's normal activities and duties and has sustained a resultant loss therefrom.
132. That as a result of the foregoing, Plaintiff was damaged in the amount of **TEN MILLION (\$10,000,000.00) DOLLARS.**

**WHEREFORE**, Plaintiff demands judgment against the Defendants on the **First Cause**

